



CJ3 456 -
L. Davis

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

TERRY E BENNETT,

Plaintiff,

v.

WARDICE WHITE, and
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

Defendants.

Case No. CJ - 2013 - 456

LISA DAVIS

**PETITION FOR BREACH OF CONTRACT
AND FOR BAD FAITH AND FAIR DEALING
OF INSURANCE CONTRACT**

COMES NOW, the Plaintiff, Terry E Bennett, and for his cause of action against the Defendants, Wardice White, State Farm Automobile Insurance Company and State Farm General Insurance Company ("State Farm"), alleges and states:

NATURE OF THE ACTION

1. This is a breach of contract case arising out of an auto accident that occurred on or about the 5th day of March, 2009.

JURISDICTION AND VENUE

2. Plaintiff is a citizen of the State of Oklahoma, and Defendant does business in the State of Oklahoma and in Oklahoma County. Plaintiff sustained damages in Oklahoma County, therefore, pursuant to 12 O.S. § 141, jurisdiction and venue is proper in Oklahoma County; that this action for damages in the amount of Nineteen (\$19,000,000) Million Dollars, exclusive of cost and interest.

FIRST CAUS OF ACTION
BREACH OF INSURANCE CONTRACT

3. On or about March 5, 2009, Plaintiff was driving Defendant, Wardice White's vehicle and Ms. White was a passenger at or near the intersections of Olie Avenue on SW 29th Street, in Oklahoma City, Oklahoma County, State of Oklahoma.
4. Plaintiff is an insured under policy of insurance, Policy Number 36-A609-051 (hereinafter "policy"). Said Policy provided uninsured/underinsured motorist coverage.
5. That Defendant intentionally, willfully and wantonly settled Plaintiff's claim without Plaintiff's prior knowledge or consent, and mailed or caused to be mailed a "Check" in the amount of \$3,691.00 dollars to the Oklahoma Department of Human Services Child Support Division on or about January 19, 2011.
6. Plaintiff continues to suffer severe neck, lower back pain and sharp sensations in arms and legs;
7. As a result of Defendant, State Farm's breach of contract and willful and intentional acts and/or conduct and/or omissions, Plaintiff continues to suffer from severe neck and lower back pain; sharp sensations in his arms and legs. Plaintiff have sustained prior and future damages in excess of Nineteen (\$19,000,000) Million Dollars, exclusive of interest and cost, including a reasonable legal fees;

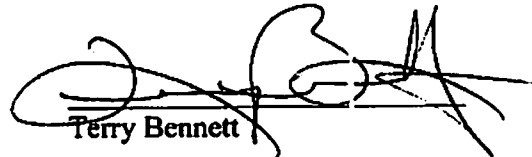
SECOND CAUSE OF ACTION
BAD FAITH

14. As part of his second cause of action, Plaintiff re-allege and restate in Toto the statements and allegations of his first cause of action and make them a part of his second cause of action by reference thereto;

15. Defendant, State Farm's settlement of Plaintiff's claim without his prior knowledge or consent was fraudulent, malicious and neglect, and Defendant, State Farm thereby violated its duty of good faith and fair dealing with the Plaintiff;
16. As a result of Defendant, State Farm's wanton, intentional, willful acts and/or omissions, Plaintiff have experienced mental anguish and suffering and loss of peace of mind;
17. As a result of Defendant State Farm's intentional, willful fraudulent acts and/or omissions, Plaintiff consulted several attorneys' to resolve this claim.
18. As a result of Defendant State Farm's willful, wanton and intentional acts and/or omissions, and in acting in bad faith, Plaintiff have suffered actual damages of Nineteen (\$19,000,000) Million Dollars for his mental anguish and suffering and loss of peace of mind and is entitled to punitive damages of Nineteen (\$19,000,000) Million Dollars because of the fraudulent acts and acts in gross disregard for the rights of the Plaintiff; all to his damage in the amount of Thirty-Eight (\$38,000,000) Million Dollars, interest and cost including a reasonable legal fee.

WHEREFORE, upon premises considered, Plaintiff respectfully demands judgment against Defendant State Farm Mutual Automobile Insurance Company on his first cause of action for Nineteen (\$19,000,000) Million Dollars for compensatory damages for breach of insurance policy and/or contract; and compensatory damages for mental anguish and suffering and loss of peace of mind in the amount of Nineteen (\$19,000,000) Million Dollars against Defendant State Farm for violating its duty of good faith and fair dealing; and punitive damages in the amount of Nineteen (\$19,000,000) Million Dollars, interest and cost, including a

reasonable legal fee for the fraudulent acts in gross disregard for Plaintiff's rights and bad faith and all other relief to which Plaintiff is entitled under Oklahoma law.



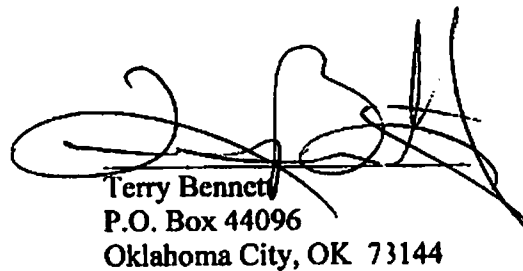
Terry Bennett

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing pleading was this 22nd day of January, 2013, mailed to:

State Farm Insurance Companies
P.O. Box 661006
Dallas, TX 75266-1006

Wardice White
P.O. Box 19976
Oklahoma City, OK 73144



Terry Bennett
P.O. Box 44096
Oklahoma City, OK 73144

I, TIM RHODES, Court Clerk for Oklahoma County, Okla., certify that the foregoing is a true, correct and complete copy of the instrument as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this February 11 day of 2013.
By TIM RHODES, Court Clerk
R. Watson Deputy